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December 19, 2006

The Honorable Sue L. Robinson
Chief Judge
U.S. District Court
844 North King Street, Room 4209
Lock Box 18
Wilmington, DE 19801

Re: Admart AG, et al. v. Stephen and Mary Birch Foundation, Inc.
C.A. No. 95-410-SLR

Dear Chief Judge Robinson:

We represent plaintiffs Admart AG, Heller Werkstatt Gesmbh, Andre Heller and Stefan Seigner (hereinafter "plaintiffs") and I am admitted *pro hac vice* in this case. We write pursuant to the opinion of the Court of Appeals for the Third Circuit affirming this Court's Order of June 8, 2004 that was mandated on October 20, 2006, a certified copy of which is attached.

The decision of the Court of Appeals provides that:

1. The Stephen and Mary Birch Foundation is required to pay plaintiffs \$3,841,045.19, plus the interest that sum has earned between May 31, 2004 and the date the money is paid to plaintiffs. In addition, Birch will pay storage charges from May 31, 2004 to the date of transfer.
2. The parties shall simultaneously exchange in Vienna [on a date to be set by the District Court] the payment described in paragraph 1 and the property constituting Luna Luna, including the artwork and the documentation consisting of the artists' declarations and the technical documentation ("passports").
3. The Stephen and Mary Birch Foundation is required to pay \$1 million to the plaintiffs which shall be set off against any award by the arbitration panel constituted in 2004. Interest on the net amount shall be payable as per the formulation used in the Court's Order of October 6, 2004. The total sum described in this paragraph 3 shall be due within thirty days of the date of the arbitrators' award. In the interim, the Stephen and Mary Birch Foundation shall continue to ensure that Thierry Ador maintains the interest bearing accounts described in his affidavit of April 29, 2004.

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Pursuant to that Order, we request that this Court order The Stephen and Mary Birch Foundation ("Birch") to pay plaintiffs the sum of \$4,536,222.33 in immediately available funds that cannot be interfered with in any way on January 16, 2007 in Vienna.

We further request that the Court order that simultaneously with this payment being made on January 16, 2007 in Vienna, plaintiffs shall transfer to Birch the property constituting Luna Luna, including the artwork and the documentation consisting of the artists' declarations and the technical documentation ("passports").

Pursuant to paragraph 1 of the Opinion of the Court of Appeals, the sum of \$4,536,222.33 is calculated by adding \$3,841,045.19 with \$656,660.88, the interest on that sum from May 31, 2004 to January 16, 2007 at 6.5%, and \$38,516.26, the storage costs to plaintiffs from May 31, 2004 through December 31, 2006 at \$1,242.46 per month.

Finally, we advise the Court that the arbitration discussed in paragraph 3 of the Opinion from the Court of Appeals is still ongoing and request that the Court repeat paragraph 3 above in its Order and further order that this action shall remain open until such time as that arbitration has ended and paragraph 3 above can be complied with.

Enclosed please find a Draft Order memorializing these points for your consideration. Thank you for your time and consideration of this matter.

Respectfully Submitted,



Thomas A. Brown

cc Alice A. Seebach, Esq. (with enclosure)
Norman Monhait, Esq. (with enclosure)
Richard Morse, Esq. (with enclosure)